BILL NO. S-88-10-29

SPECIAL ORDINANCE NO. S-17288

AN ORDINANCE approving Contract for 6117-88, Water Construction Maintenance Street Cuts, Pkg. VII between Brooks Construction Co. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Res. 6117-88, Water Construction Maintenance Street Cuts, Pkg. VII by and between Brooks Construction Co. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> the improvement and restoration of Water Construction Maintenance Department Street cuts to a stable and aesthetic quality - See attached sheet for location, cut size and type;

the Contract price is Forty-Five Thousand Nine Hundred Ninety and no/100 Dollars ($45,990.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM

AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

QUAD	PERMIT#	ADDRESS	CUT SIZE	TYPE	J-BOLT
N1S/E	24102	LEXINGTON CT. 340 (PRIORITY)	6 X 8.6	DRIVE APP.6"	-
N2S/E	NONE	PLAZA & MCKINNIE (PRIORITY)	12.4 X 18.6	ST.PAVMT.9"	9
N2S/E	NONE	PLAZA & MCKINNIE (PRIORITY)	5 X 20	SIDEWALK 4"	-
N2S/E	NONE	PLAZA & MCKINNIE (PRIORITY)	18.6 L.F.	CURB 11-A	-
N3S/E	23972	WINSTON 4416 (PRIORITY)	12 X 16	DRIVE APP. 6"	-
N/E	24289	CAMDEN DR. 5319	5 X 15	SIDEWALK 4"	-
N/E	24289	CAMDEN DR. 5319	19 L.F.	CURB 1-B	-
N/E	22359	CORDAVA CT. @ DUPREY	11.5 X 12.7	ST.PAVMT.9"	-
N/E	22359	CORDAVA CT. @ DUPREY	5 X 7	WINGWALK 6"	-
N/E	22359	CORDAVA CT. @ DUPREY	12 X 13 (2)	ST.PAVMT.9"	10
N/E	20217	DALEWOOD DR.4315	5 X 5	SIDEWALK 4"	-
N/E	24172	FAIRLAWN PASS 4605	7.4 X 23	DRIVE APP.6"	-
N/E	21745	FOREST HILL AVE. 3725	4 X 12	SIDEWALK 4"	-
N/E	21745	FOREST HILL AVE. 3725	12 L.F.	CURB 111	-
N/E	24817	GLENVIEW DR. 6229	8.2 X 15.6	DRIVE APP.6"	-
N/E	24083	GLENWOOD @ LEROY	13.5 X 18	ST.PAVMT.9"	9
N/E	24083	GLENWOOD @ LEROY	18 L.F.	CURB 11-A	-
N/E	24281	KENWOOD AVE. 2725	3 X 5.5	YD.WALK 4"	-
N/E	24281	KENWOOD AVE. 2725	11.7 L.F.	CURB 111	-
N/E	22895	KNIGHTSBRIDGE 2826	11 X 11 (2)	ST.PAVMT.9"	6
N/E	22895	KNIGHTSBRIDGE 2826	5.8 X 10.6	ST.PAVMT.9"	6
N/E	22895	KNIGHTSBRIDGE 2826	9.5 X 10.9	ST.PAVMT.9"	8
N/E	24282	LAKE AVE. 3521	12 X 20.3	ST.PAVMT.9"	9
N/E	23390	LAKE AVE. 3529	12 L.F.	CURB 11-A	-
N/E	23390	LAKE AVE. 3529	12 X 12.7	ST.PAVMT.9"	7
N/E	22114	LARCH LN. 1025	13.6 X 18.8	ST.PAVMT.9"	9
N/E	22114	LARCH LN. 1025	13.8 X 28.5	ST.PAVMT.9"	11
N/E	22758	LEROY @ HAZELWOOD	5 X 17.6	WINGWALK 6"	-
N/E	22758	LEROY @ HAZELWOOD	-	TYPE I-C CASTING	-
N/E	22758	LEROY @ HAZELWOOD	12.5 X 13.5 (2)	ST.PAVMT.9"	6
N/E	26055	NEWBERRY @ WALLEN RD.	3 X 5	WINGWALK 6"	-
N/E	24461	NORTHROP 3317	12.1 X 23	ST.PAVMT.9"	9
N/E	24461	NORTHROP 3333	12.1 X 20	ST.PAVMT.9"	8
N/E	24461	NORTHROP 3400	12.1 X 14.8	ST.PAVMT.9"	8
N/E	26132	OKLAHOMA TL. 8225	5 X 10	SIDEWALK 4"	-
N/E	20577	ORCHARD VIEW CT.	6.6 X 12.8	ST.PAVMT.9"	6
N/E	20577	ORCHARD VIEW CT.	9.5 X 18.7	ST.PAVMT.9"	8
N/E	20577	ORCHARD VIEW CT.	5.8 X 12.6	ST.PAVMT.9"	6
N/E	20577	ORCHARD VIEW CT.	7.2 X 12.3	ST.PAVMT.9"	6
N/E	20577	ORCHARD VIEW CT.	4.7 X 12.3	ST.PAVMT.9"	6
N/E	20577	ORCHARD VIEW CT.	8 X 18.3	ST.PAVMT.9"	8
N/E	20577	ORCHARD VIEW CT.	8.5 X 17.8	ST.PAVMT.9"	8
N/E	27665	PAPAGO CT. 6303	10.5 X 25.5	ST.PAVMT.9"	10
N/E	26131	PARK STATE DR. 8300	5 X 14.6	SIDEWALK 4"	-
N/E	NONE	REBECCA 5300 BL.	5 X 16	WINGWALK 6"	-
N/E	NONE	REBECCA 5300 BL.	5 X 10	SIDEWALK 4"	-
N/E	26139	SANTE FE TL. 8303	5 X 15	SIDEWALK 4"	-
N/E	18160	SCEPTER CT. 5515	5 X 40	SIDEWALK 4"	-
N/E	22350	SPY RUN 1801	6 X 15	SIDEWALK 4"	-
N/E	23497	STATE ST. 1102	1	ST.LIGHT BASE REM.	-
N/E	23497	STATE ST. 1102	7.9 X 16.8	CURBFACE WK.	-
N/E	240443	VALDOSTA 1303	4 X 4	SIDEWALK 4"	-
N/E	24193	VANCE 3343	21 L.F.	CURB 11-A	-
N/E	24193	VANCE 3343	13.5 X 21	ST.PAVMT.9"	10
N/E	23152	VANCE 3400	8 X 13.5	ST.PAVMT.9"	7
N/E	24253	VANCE 3413	20 L.F.	CURB 11-A	-
N/E	24253	VANCE 3413	13.5 X 40.3	ST.PAVMT.9"	13
N/E	24373	WASHINGTON CTR. @ HOMEWOOD	13.8 X 53	ST.PAVMT.9"	16
N/E	24373	WASHINGTON CTR. @ HOMEWOOD	70 L.F.	CURB 11-A	-
N/E	26078	WHEATON DR. 4900 BL.	5 X 10	SIDEWALK 4"	-
N/E	23904	WOODRIM RUN 6610	5 X 5.5	SIDEWALK 4"	-
N/E	26118	WYOMING PASS 8200 BL.	5 X 10	SIDEWALK 4"	-

BID TAB DATE: 9-21-88

PROJECT: WATER CONST. STREET CUTS PACKAGE VII RES. NO: 6117-88

ITEM NO.	ITEM	QUANTITY	UNIT	BIDDER: BROOKS CONST. CO., INC UNIT COST ($)	BROOKS CONST. CO., INC AMOUNT ($)	BIDDER: GAINES CONST. CO., INC UNIT COST ($)	GAINES CONST. CO., INC AMOUNT ($)	BIDDER: MERGY CONST., INC. UNIT COST ($)	MERGY CONST., INC. AMOUNT ($)	BIDDER: TOMCO CONST. CO., INC. UNIT COST ($)	TOMCO CONST. CO., INC. AMOUNT ($)
1.	Curb Removal	50	LF	6.25	312.50	8.00	400.00	10.00	500.00	10.00	500.00
2.	New Curb Type II-A	160	LF	10.50	1680.00	10.00	1600.00	7.50	1200.00	18.00	2880.00	12.00	1920.00
3.	New Curb Type I-B	20	LF	12.50	250.00	20.00	400.00	20.00	400.00	18.00	360.00	18.00	360.00
4.	New Curb Type III	25	LF	15.00	375.00	30.00	750.00	20.00	500.00	20.00	500.00	22.00	550.00
5.	Pavement Removal	812	SY	10.00	8120.00	10.00	8120.00	9.00	7308.00	30.00*	24360.00	10.00	8120.00
6.	New Concrete Walk 4"	950	SF	3.50	3325.00	2.50	2375.00	4.00	3800.00	3.50	3325.00	3.00	2850.00
7.	New Curbface Walk	150	SF	3.80	570.00	3.50	525.00	6.50	975.00	4.00	600.00	4.00	600.00
8.	New Corner Wingwalk 6"	200	SF	4.50	900.00	4.00	800.00	5.00	1000.00	5.00	1000.00	4.00	800.00
9.	New Drive Approach 6"	57	SY	30.00	1710.00	30.00	1710.00	33.00	1881.00	30.00	1710.00	30.00	1710.00
10.	New St. Pavement 9" (High Early)	610	SY	38.00	23180.00	36.00	21960.00	34.00	20740.00	40.00	24400.00	75.00	45750.00
11.	Anchor Bolts (s) J-Type	225	EA	10.00	2250.00	10.00	2250.00	10.50	2362.50	7.00	1575.00	10.00	2250.00
12.	#53 Stone (Compacted-in-place)	300	TON	10.00	3000.00	5.00	1500.00	0.01	3.00	10.00	3000.00	15.00	4500.00
13.	Asphalt Patching	5	TON	50.00	250.00	75.00	375.00	25.00	125.00	60.00	300.00	100.00	500.00
14.	Light Base Removal	1	EA	50.00	50.00	300.00	300.00	150.00	150.00	350.00	350.00	50.00	50.00
15.	Casting Type I-C In Place	1	EA	250.00	250.00	350.00	350.00	375.00	375.00	390.00	390.00	250.00	250.00
16.	Common Excavation	15	CY	20.00	300.00	15.00	225.00	25.00	375.00	40.00	600.00	10.00	150.00
17.	Top Soil	10	TON	20.00	200.00	25.00	250.00	20.00	200.00	15.00	150.00	50.00	500.00
18.	Fine Grade, Seed & Fertilizer	100	SY	4.50	450.00	2.50	250.00	5.00	500.00	2.00	200.00	10.00	1000.00
19.	Road Construction Sign(s)	30	EA	75.00	2250.00	25.00	750.00	25.00	750.00	20.00	600.00	400.00	12000.00
20.	Arrow-Board	10	EA	450.00	4500.00	60.00	600.00	200.00	2000.00	60.00	600.00	600.00	6000.00
21.	Maintenance of Traffic	1	EA	5000.00	5000.00	500.00	500.00	4700.00	4700.00	100.00	100.00	53000.00	53000.00
				TOTAL:	$58,922.50	TOTAL:	$45,990.00	TOTAL:	$49,844.50	TOTAL:	$67,500.00	TOTAL:	$143,360.00
						% over	0.00%	% over	0.00%	% over	14.56%	% over	143.30%
						% under	21.95%	% under	15.41%	% under	0.00%	% under	0.00%

CONTRACT NO. 6117-88

WATER CONSTRUCTION MAINTENANCE STREET CUTS - PACKAGE VII

BOARD ORDER NO. 1988 OCT 02

WORK ORDER NO. 10,750

THIS CONTRACT made and entered into in triplicate this 19th day of Oct, 1988, by and between BROOKS CONSTRUCTION CO., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

RES. NO. 6117-88 WATER CONSTRUCTION MAINTENANCE STREET CUTS - PACKAGE VII

all according to RES. NO. 6117-88, Drawing No. _____, Sheets _____, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of $ 45,990.00. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department

of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-

tion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Contract No. 6117-88.
b. Instructions to Bidders for Contract No. 6117-88.
c. Contractor's Proposal Dated 9/21/88.
d. Ft. Wayne Engr. Dept. Drawing #_____.
e. Supplemental Specifications for Contract No. 6117-88.
f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
h. Prevailing Wage Scale.
i. Performance and Guaranty Bond.
j. Labor and Material Payment Bond.
k. Minority/Female Employment Hourly Utilization.
l. Right-of-Way Cut Permit.
m. Comprehensive Liability Insurance Coverage.
n. MBE/WBE Committment Form.
o. _____
p. _____

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insuror acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within 11/15/88 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

BY: _____

Andrew F. Brooks, Vice President

BY: _____

Susan E. Yager, Secretary

ACKNOWLEDGMENT

STATE OF INDIANA:
SS:
COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 28th day of Sept, 1988, personally appeared the within named Andrew F Brooks, who being by me first duly sworn upon their oaths say that they are the and Susan E Yager respectively, of and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of _____ for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sara R Boardman
NOTARY PUBLIC

Sara R Boardman
Type or Print Name of Notary

MY COMMISSION EXPIRES: 3-22-91

~~SPECIMEN~~

PERFORMANCE BOND

1988 OCT 11 AM 11:02

KNOW ALL MEN BY THESE PRESENTS, that

BROOKS CONSTRUCTION COMPANY, INC.
(Name of Contractor)

6525 ARDMORE AVE., FORT WAYNE, IN 46899
(Address of Contractor)

a CORPORATION hereinafter called
(Corporation, Partnership, or Individual)

Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Name of Surety)

P.O. BOX 44049, INDIANAPOLIS, IN. 46244
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of FORTY FIVE THOUSAND NINE HUNDRED NINETY AND 00/100---------- dollars ($ 45,990.00) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 21ST day of SEPTEMBER, 19 88,

for construction of:

RESOLUTION NO. 6117-88, WATER CONSTRUCTION

MAINTENANCE DEPARTMENT STREET CUTS - PKG VII

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be

referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the

~~SPECIMEN~~

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

BROOKS CONSTRUCTION COMPANY, INC.
(Name of Contractor)

6525 ARDMORE AVE., FORT WAYNE, IN. 46899
(Address of Contractor)

a CORPORATION, hereinafter called Principal
(Corporation, Partnership, or Individual)

and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of FORTY FIVE THOUSAND NINE HUNDRED NINETY AND 00/100 (Dollars ($45,990.00) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 21ST day of SEPTEMBER, 1988, for the construction of:

RESOLUTION NO. 6117 - 88, WATER CONSTRUCTION

MAINTENANCE DEPARTMENT STREET CUTS - PKG VII

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____ _____ counterparts, each one of which shall be (number) deemed an original, this 21ST day of SEPTEMBER, 1988.

ATTEST:

Susan G. Lyons
(Principal) Secretary

(SEAL)

Sara R Brandman
(Witness as to Principal)

PO BOX 9560 Fort Wayne, IN 46899
(Address)

Brooks Construction Company, Inc.
(Principal)

BY: Arthur F Brooks (S)
Vice President

PO BOX9560
(Address)

Fort Wayne, Indiana 46899

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

ATTEST:

N/A
(Surety) Secretary

(SEAL)

X Jane M Yoder
Witness as to Surety

X 1410 GARFIELD ST FORT WAYNE IN 46805
(Address)

BY: N. Richard Boerger
Attorney-in-Fact
N. RICHARD BOERGER
1522 INWOOD DR.
(Address)

FORT WAYNE, IN 46885

NOTE: Date of Bond must not be prior to date of Contract. If Contract is Partnership, all partners should execute bond.

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed _____ (number) counterparts, each one of which shall be deemed an original, this 21ST day of SEPTEMBER, 19 88.

ATTEST:

Brooks Construction Company, Inc.
Principal

Susan E. Yoger
(Principal) Secretary

(SEAL)

By Richard E. Brooks (S)
Vice President

PO BOX 9560 Fort Wayne, Indiana 46899
(Address)

Sara R Boardman
Witness as to Principal

PO BOX 9560 Fort Wayne, Indiana 46899
(Address)

FIDELITY AND DEPOSIT
COMPANY OF MARYLAND
Surety

ATTEST:

By: N. Richard Boerger
Attorney-in-Fact
N. RICHARD BOERGER

N/A
(Surety) Secretary

(SEAL)

PAYMENT BOND -- Page 3

Witness as to Surety

1410 GARFIELD ST
FORT WAYNE IN 46805
(Address)

1522 INWOOD DR.
(Address)

FORT WAYNE, IN. 46885

NOTE: Date of Bond must not be prior to Date of Contract. If contractor is Partnership, all partners should execute bond.

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said State, personally appeared Andrew F. Brooks (Name), Vice President (Title),

and N. RICHARD BOERGER (Name), (Title)

of FIDELITY AND DEPOSIT COMPANY OF MARYLAND and

Attorney in Fact, for said FIDELITY AND DEPOSIT COMPANY OF MARYLAND as surety, with both of whom I am personally acquainted, and acknowledge that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, BEFORE ME, A NOTARY PUBLIC, THIS 7TH DAY OF OCTOBER, 19 88.

Frank J. Lobrillo

NOTARY PUBLIC
A Resident of ALLEN County, IN

FRANK J. LOBRILLO
Type or Print Name of Notary

My Commission Expires:

NOVEMBER 4, 1990

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint N. Richard Boerger, Ronald L. Wightman and Marc Cook, Jr., all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of N. Richard Boerger, etal, dated, June 9, 1986.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of November, A.D. 19 87

ATTEST: SEAL

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 16th day of November , A.D. 19 87 , before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE CITY, MD

Carol J. Fader

Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 21st day of September, 19 88

Christopher T. Maddox
Assistant Secretary

044-2974

CITY OF FORT WAYNE, INDIANA

BY: _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

_____
Angela S. Derheimer
Director of Public Works

_____
Daniel G. Heath
Director of Public Safety

_____
C. David Silletto
Director of Administration & Finance

ATTEST:

_____
Helen V. Gochenour, Clerk

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 19TH day of OCTOBER, 1992, personally appeared the within named Paul Helmke, Mayor of the City of Fort Wayne; Angela S. Derheimer, Daniel G. Heath and C. David Silletto, members of the Board of Public Works and Safety, City of Fort Wayne, Indiana; and Helen V. Gochenour, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Diane C. Brown
NOTARY PUBLIC

DIANE C. BROWN
Type or Print Name of Notary

DIANE C. BROWN, Notary Public
Resident of Allen County
My Commission Expires 7-26-92

My Commission Expires:_____

Approved by the Common Council of the City of Fort Wayne on day of _____, 19___.

Special Ordinance No._____.

Read the first time in full and on motion by Talarico, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 10-25-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BRADBURY	✓			
BURNS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
STIER	✓			
TALARICO	✓			

DATED: 11-22-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~RESOLUTION~~ NO. S-172-88 on the 22nd day of November, 19 88,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Thomas C. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of November, 19 88, at the hour of 10:00 o'clock A .M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of November, 19 88, at the hour of 9:30 o'clock A .M.,E.S.T.

PAUL HELMKE, MAYOR

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 6117-88, Water Construction Maintenance Street Cuts, Pkg. VII

DEPARTMENT REQUESTING ORDINANCE _____

SYNOPSIS OF ORDINANCE The Contract for Res. 6117-88, is for the improvement and restoration of Water Construction Maintenance Department Street cuts to a stable and aesthetic quality - See attached sheet for location, cut size and type. Brooks Construction Co., is the contractor.

S-88-10-29

Prior Approval

EFFECT OF PASSAGE repair of damage incurred through service repair efforts

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $45,990.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-88-10-29

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract for 6117-88, Water Construction Maintenance Street Cuts, Pkg. VII between Brooks Construction Co. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTION)

YES		NO
Samuel J. Talarico	SAMUEL J. TALARICO CHAIRMAN	
	MARK E. GiaQUINTA VICE CHAIRMAN	
	DAVID C. LONG	
	JAMES S. STIER	
Janet G. Bradbury	JANET G. BRADBURY	

CONCURRED IN 11-22-88

Sandra E. Kennedy
Sandra E. Kennedy
City Clerk